

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 42 PAGES
1. REQUEST NO. DABK07-03-T-0272	2. DATE ISSUED 04-Sep-2003	3. REQUISITION/PURCHASE REQUEST NO. PWBOMA-3225-N414	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING
5a. ISSUED BY FORT BRAGG DIRECTORATE OF CONTRACTING ATTN: SFCA-SR-BR BUILDING 3-1632 BUTNER ROAD FORT BRAGG NC 28310-5000			6. DELIVER BY (Date) SEE SCHEDULE		
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) BEVERLYN CRAWFORD 910-396-4897					
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) PWBC FACILITY MAINTENANCE DIVISION JAMES SEAGROVES BLDG 3 1634 BUTNER ROAD FORT BRAGG NC 28310 5000 TEL: 9103967197 FAX: 9103967459		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 12-Sep-2003					
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GA00006-3P Replace Carpet 2-2020 FFP GA00006-3P Replace Carpet and Cove base in BLDG 2-2020 classroom, stage & copier room with 30 oz carpet approx 173 sq Yds. PURCHASE REQUEST NUMBER: PWBOMA-3225-N414	1	Lump Sum		

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

SPECIFICATIONS:

THIS REQUIREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS ONLY.

THE NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS) CODE FOR THIS ACQUISITION IS 238330.

THE SMALL BUSINESS SIZE STANDARD IS FOR THE FIRM TO HAVE EARNED NO MORE THAN \$12,000,000.00 DURING THE PRECEDING THREE (3) FISCAL YEARS.

EVALUATION FACTORS: Quotes will be evaluated as to Price and Past Performance.

Past Performance - Acceptable past performance will be based on evidence that the contractor has satisfactorily completed the same or similar work on schedule. See FAR Clause 52.0000-4023 titled "PREAWARD DATA".

Central Contractor Registration (CCR) - Effective 1 June 1998, all contractors receiving Department of Defense (DoD) contract awards must be registered.

BASIS FOR AWARD: Award will be made to the responsible Central Contractor Registered small business whose price and past performance represents the best overall value to the Government.

PAYMENT OPTIONS:

SELECT ONE OF THE PAYMENT OPTIONS (Circle One)

- (1) GOVERNMENT PURCHASE CARD (VISA) PURCHASE CARD
- (2) DFAS (ELECTRONIC FUNDS TRANSFER)

IF THE DD FORM 250 IS USED FOR THE RECEIVING REPORT FOR PROCESSING TO THE DFAS: **NOTE!**
THE ONLY VERSION OF THE DD 250 DFAS WILL ACCEPT IS THE FORM DATED AUGUST 2000...

In Addition to completing Blocks one (1) through twenty-two (22) of the DD Form 250 the following information shall be added in Block 23:

Address and Telephone Number of Authorized Government Representative.

COMPLETED RECEIVING REPORT SHALL BE FORWARDED TO THE DFAS IDENTIFIED IN BLOCK 15 WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF ITEM(S) ORDERED. IF THE RECEIVING REPORT IS NOT RECEIVED BY THE PAYING DFAS IN A TIMELY MANNER, AND COMPLETED CORRECTLY, THE REQUIRING ACTIVITY MAY BE RESPONSIBLE FOR PAYMENT OF AN INTEREST PENALTY.

QUESTIONS PERTAINING TO THE COMPLETION OF THE RECEIVING REPORT MAY BE ADDRESSED TO: BEVERLYN D. CRAWFORD, PH: 910-396-4897, (Fax) 910-396-7527 e-mail: crawfordbn@bragg.army.mil

STATEMENT OF WORK

SUBJECT: Project No. GA00006-3P

1. Special Provisions and General Project Information:
Replace existing carpet in the classrooms, stage, and office areas Building 2-2020.
 - a. Starting date is 5 calendar days after written notice to proceed and be completed in 30 calendar days. Work is to be scheduled and accomplished as to provide a minimum of disruption to the mission of the unit.
 - b. Government materials - None.
 - c. Inspection: Inspection will be by the Public Works Business Center, Business Office Division, Fort Bragg, North Carolina. The contractor shall notify James Seagroves at (910) 396-7197 three days prior to starting work.
 - d. The area/building will be occupied during accomplishment of work. Interference with and inconvenience to the occupants or routine use of the facility shall be held to a minimum. The contractor is responsible for providing such coverings, shields, and barricades as required to protect the facility occupants, furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other damages resulting from construction.
 - e. This project will not impose a significant effect upon the environment. A Record of Environmental Considerations categorical exclusion is applicable.
 - f. The Government estimate was based on current labor and material costs and can serve as a basis for determining reasonableness of bid prices received.
 - g. Work Location: Corner of Woodruff & Jackson Street.
 - h. Hours of Work: The contractor shall accomplish this work between the hours of 7:30 AM and 4:00 PM, Monday through Friday. No work will be done on weekends or Federal holidays without prior written approval of the contracting officer.
 - i. A warranty on workmanship for one year must be provided.

- j. Scope of Work: The contractor shall furnish all labor, materials, equipment, transportation, tools, supervision and any other items necessary to: Replace existing carpet in Building 2-2020.
- Contractor shall move all furniture from areas that need to be carpet and replace after carpet has been replaced.
 - Contractor shall replace all existing carpet & cove base in classrooms, stage,& copier room with 30 oz.carpet(Approx. 173 SQ yds. Carpet and 324 lf of cove base).
 - Contractor shall replace all existing carpet& cove base in the offices with 26 oz.carpet. (Approx. 60 sy. And 188 lf cove).

Contractor is responsible for getting all measurements.

WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2393 REV (25) AREA: NC,FAYETTEVILLE

WAGE DETERMINATION NO: **94-2393** REV (25) AREA: NC,FAYETTEVILLE
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W.Gross | Wage Determination No.: 1994-2393
 Director | Division of | Revision No.: 25
 Wage Determinations | Date Of Last Revision: 05/30/2003

States: **North Carolina**, South Carolina

Area: **North Carolina** Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, **Cumberland**, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson
 South Carolina Counties of Dillon, Horry, Marion, Marlboro

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.70
01012 - Accounting Clerk II	11.43
01013 - Accounting Clerk III	14.00
01014 - Accounting Clerk IV	15.65
01030 - Court Reporter	12.58
01050 - Dispatcher, Motor Vehicle	13.93
01060 - Document Preparation Clerk	10.02
01070 - Messenger (Courier)	7.69
01090 - Duplicating Machine Operator	10.02
01110 - Film/Tape Librarian	9.51
01115 - General Clerk I	7.75
01116 - General Clerk II	8.74
01117 - General Clerk III	9.53
01118 - General Clerk IV	10.69
01120 - Housing Referral Assistant	17.23
01131 - Key Entry Operator I	9.69
01132 - Key Entry Operator II	10.55

01191 - Order Clerk I	9.84
01192 - Order Clerk II	10.74
01261 - Personnel Assistant (Employment) I	9.30
01262 - Personnel Assistant (Employment) II	10.44
01263 - Personnel Assistant (Employment) III	12.20
01264 - Personnel Assistant (Employment) IV	15.79
01270 - Production Control Clerk	13.60
01290 - Rental Clerk	9.33
01300 - Scheduler, Maintenance	10.35
01311 - Secretary I	10.35
01312 - Secretary II	13.31
01313 - Secretary III	16.50
01314 - Secretary IV	18.33
01315 - Secretary V	20.28
01320 - Service Order Dispatcher	9.84
01341 - Stenographer I	8.71
01342 - Stenographer II	9.79
01400 - Supply Technician	19.14
01420 - Survey Worker (Interviewer)	11.57
01460 - Switchboard Operator-Receptionist	9.08
01510 - Test Examiner	13.31
01520 - Test Proctor	13.31
01531 - Travel Clerk I	9.39
01532 - Travel Clerk II	10.03
01533 - Travel Clerk III	10.71
01611 - Word Processor I	10.02
01612 - Word Processor II	11.25
01613 - Word Processor III	13.16
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.89
03041 - Computer Operator I	12.61
03042 - Computer Operator II	14.55
03043 - Computer Operator III	17.66
03044 - Computer Operator IV	18.22
03045 - Computer Operator V	20.18
03071 - Computer Programmer I (1)	14.13
03072 - Computer Programmer II (1)	17.40
03073 - Computer Programmer III (1)	20.79
03074 - Computer Programmer IV (1)	23.68
03101 - Computer Systems Analyst I (1)	19.95
03102 - Computer Systems Analyst II (1)	23.88
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.38
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.32
05010 - Automotive Glass Installer	13.57
05040 - Automotive Worker	13.57
05070 - Electrician, Automotive	15.06
05100 - Mobile Equipment Servicer	12.09
05130 - Motor Equipment Metal Mechanic	15.06
05160 - Motor Equipment Metal Worker	13.57
05190 - Motor Vehicle Mechanic	15.06
05220 - Motor Vehicle Mechanic Helper	11.33
05250 - Motor Vehicle Upholstery Worker	13.57
05280 - Motor Vehicle Wrecker	13.57
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	13.57
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	15.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.48
07010 - Baker	13.08
07041 - Cook I	11.58
07042 - Cook II	13.08
07070 - Dishwasher	8.48

07130 - Meat Cutter	13.08
07250 - Waiter/Waitress	9.32
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.24
09040 - Furniture Handler	10.92
09070 - Furniture Refinisher	16.24
09100 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.45
09130 - Upholsterer	16.24
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.48
11060 - Elevator Operator	8.48
11090 - Gardener	11.18
11121 - House Keeping Aid I	7.58
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.48
11210 - Laborer, Grounds Maintenance	9.32
11240 - Maid or Houseman	7.58
11270 - Pest Controller	12.34
11300 - Refuse Collector	8.48
11330 - Tractor Operator	10.84
11360 - Window Cleaner	9.32
12000 - Health Occupations	
12020 - Dental Assistant	12.09
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.02
12071 - Licensed Practical Nurse I	10.85
12072 - Licensed Practical Nurse II	12.18
12073 - Licensed Practical Nurse III	13.62
12100 - Medical Assistant	10.13
12130 - Medical Laboratory Technician	12.40
12160 - Medical Record Clerk	9.34
12190 - Medical Record Technician	12.93
12221 - Nursing Assistant I	8.32
12222 - Nursing Assistant II	9.35
12223 - Nursing Assistant III	10.20
12224 - Nursing Assistant IV	11.47
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	11.71
12311 - Registered Nurse I	17.15
12312 - Registered Nurse II	20.97
12313 - Registered Nurse II, Specialist	20.97
12314 - Registered Nurse III	25.39
12315 - Registered Nurse III, Anesthetist	25.39
12316 - Registered Nurse IV	30.43
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.03
13011 - Exhibits Specialist I	15.19
13012 - Exhibits Specialist II	18.39
13013 - Exhibits Specialist III	22.05
13041 - Illustrator I	15.19
13042 - Illustrator II	18.39
13043 - Illustrator III	22.05
13047 - Librarian	19.96
13050 - Library Technician	11.63
13071 - Photographer I	14.19
13072 - Photographer II	14.73
13073 - Photographer III	17.84
13074 - Photographer IV	21.28
13075 - Photographer V	25.76
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.59
15030 - Counter Attendant	6.59
15040 - Dry Cleaner	8.03
15070 - Finisher, Flatwork, Machine	6.59
15090 - Presser, Hand	6.59

15100 - Presser, Machine, Drycleaning	6.59	
15130 - Presser, Machine, Shirts	6.59	
15160 - Presser, Machine, Wearing Apparel, Laundry	6.59	
15190 - Sewing Machine Operator	8.60	
15220 - Tailor	9.11	
15250 - Washer, Machine	7.09	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	17.82	
19040 - Tool and Die Maker	19.55	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	10.39	
21020 - Material Coordinator	13.34	
21030 - Material Expediter	13.34	
21040 - Material Handling Laborer	8.72	
21050 - Order Filler	9.06	
21071 - Forklift Operator	10.45	
21080 - Production Line Worker (Food Processing)	10.46	
21100 - Shipping/Receiving Clerk	10.04	
21130 - Shipping Packer	10.04	
21140 - Store Worker I	9.35	
21150 - Stock Clerk (Shelf Stocker; Store Worker (II)	13.07	
21210 - Tools and Parts Attendant	10.82	
21400 - Warehouse Specialist	10.82	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	18.81	
23040 - Aircraft Mechanic Helper	13.97	
23050 - Aircraft Quality Control Inspector	19.80	
23060 - Aircraft Servicer	15.90	
23070 - Aircraft Worker	16.87	
23100 - Appliance Mechanic	16.24	
23120 - Bicycle Repairer	13.11	
23125 - Cable Splicer	17.58	
23130 - Carpenter, Maintenance	16.24	
23140 - Carpet Layer	15.34	
23160 - Electrician, Maintenance	19.77	
23181 - Electronics Technician, Maintenance I	18.35	
23182 - Electronics Technician, Maintenance II	20.39	
23183 - Electronics Technician, Maintenance III	21.30	
23260 - Fabric Worker	14.46	
23290 - Fire Alarm System Mechanic	17.10	
23310 - Fire Extinguisher Repairer	13.57	
23340 - Fuel Distribution System Mechanic	17.10	
23370 - General Maintenance Worker	15.34	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.10	
23430 - Heavy Equipment Mechanic	17.10	
23440 - Heavy Equipment Operator	14.33	
23460 - Instrument Mechanic	17.10	
23470 - Laborer	9.64	
23500 - Locksmith	16.24	
23530 - Machinery Maintenance Mechanic	16.61	
23550 - Machinist, Maintenance	16.69	
23580 - Maintenance Trades Helper	12.70	
23640 - Millwright	17.10	
23700 - Office Appliance Repairer	16.24	
23740 - Painter, Aircraft	17.86	
23760 - Painter, Maintenance	16.24	
23790 - Pipefitter, Maintenance	17.10	
23800 - Plumber, Maintenance	16.24	
23820 - Pneudraulic Systems Mechanic	17.10	
23850 - Rigger	17.10	
23870 - Scale Mechanic	15.34	
23890 - Sheet-Metal Worker, Maintenance	17.10	
23910 - Small Engine Mechanic	15.34	
23930 - Telecommunication Mechanic I	17.10	
23931 - Telecommunication Mechanic II	18.00	

23950 - Telephone Lineman	17.10	
23960 - Welder, Combination, Maintenance	17.10	
23965 - Well Driller	17.10	
23970 - Woodcraft Worker	17.10	
23980 - Woodworker	13.57	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.94	
24580 - Child Care Center Clerk	11.56	
24600 - Chore Aid	8.55	
24630 - Homemaker	13.98	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	18.06	
25040 - Sewage Plant Operator	17.86	
25070 - Stationary Engineer	18.81	
25190 - Ventilation Equipment Tender	12.70	
25210 - Water Treatment Plant Operator	16.24	
27000 - Protective Service Occupations		
(not set) - Police Officer	14.75	
27004 - Alarm Monitor	11.45	
27006 - Corrections Officer	13.20	
27010 - Court Security Officer	13.69	
27040 - Detention Officer	13.20	
27070 - Firefighter	13.52	
27101 - Guard I	8.50	
27102 - Guard II	13.17	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	12.85	
28020 - Hatch Tender	12.85	
28030 - Line Handler	12.85	
28040 - Stevedore I	12.16	
28050 - Stevedore II	13.67	
29000 - Technical Occupations		
21150 - Graphic Artist	18.14	
29010 - Air Traffic Control Specialist, Center (2)	29.10	
29011 - Air Traffic Control Specialist, Station (2)	20.07	
29012 - Air Traffic Control Specialist, Terminal (2)	22.09	
29023 - Archeological Technician I	13.54	
29024 - Archeological Technician II	16.17	
29025 - Archeological Technician III	18.39	
29030 - Cartographic Technician	19.10	
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.51	
29040 - Civil Engineering Technician	16.72	
29061 - Drafter I	13.02	
29062 - Drafter II	14.63	
29063 - Drafter III	16.14	
29064 - Drafter IV	18.39	
29081 - Engineering Technician I	13.51	
29082 - Engineering Technician II	15.27	
29083 - Engineering Technician III	17.16	
29084 - Engineering Technician IV	19.84	
29085 - Engineering Technician V	23.62	
29086 - Engineering Technician VI	28.57	
29090 - Environmental Technician	17.75	
29100 - Flight Simulator/Instructor (Pilot)	25.94	
29160 - Instructor	18.88	
29210 - Laboratory Technician	16.91	
29240 - Mathematical Technician	19.54	
29361 - Paralegal/Legal Assistant I	13.88	
29362 - Paralegal/Legal Assistant II	18.34	
29363 - Paralegal/Legal Assistant III	22.43	
29364 - Paralegal/Legal Assistant IV	28.38	
29390 - Photooptics Technician	17.75	
29480 - Technical Writer	23.91	
29491 - Unexploded Ordnance (UXO) Technician I	18.49	
29492 - Unexploded Ordnance (UXO) Technician II	22.37	

29493 - Unexploded Ordnance (UXO) Technician III	26.81	
29494 - Unexploded (UXO) Safety Escort	18.49	
29495 - Unexploded (UXO) Sweep Personnel	18.49	
29620 - Weather Observer, Senior (3)	18.46	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.56	
29622 - Weather Observer, Upper Air (3)	16.56	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	10.77	
31260 - Parking and Lot Attendant	6.72	
31290 - Shuttle Bus Driver	10.11	
31300 - Taxi Driver	7.80	
31361 - Truckdriver, Light Truck	10.11	
31362 - Truckdriver, Medium Truck	10.77	
31363 - Truckdriver, Heavy Truck	13.07	
31364 - Truckdriver, Tractor-Trailer	13.07	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.07	
99030 - Cashier	7.30	
99041 - Carnival Equipment Operator	10.84	
99042 - Carnival Equipment Repairer	11.58	
99043 - Carnival Worker	8.48	
99050 - Desk Clerk	8.94	
99095 - Embalmer	17.39	
99300 - Lifeguard	9.72	
99310 - Mortician	17.03	
99350 - Park Attendant (Aide)	12.20	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.39	
99500 - Recreation Specialist	12.39	
99510 - Recycling Worker	10.84	
99610 - Sales Clerk	9.59	
99620 - School Crossing Guard (Crosswalk Attendant)	8.48	
99630 - Sport Official	8.77	
99658 - Survey Party Chief (Chief of Party)	16.86	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.64	
99660 - Surveying Aide	9.96	
99690 - Swimming Pool Operator	14.23	
99720 - Vending Machine Attendant	11.80	
99730 - Vending Machine Repairer	14.23	
99740 - Vending Machine Repairer Helper	11.80	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}
When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUL 2003
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.252-2	Clauses Incorporated By Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage

(End of Clause)

52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (1) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name: _____

Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____ Description: _____

Financial Reference:

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Account Number: _____

(End of Clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUL 2003)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at

<http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Quotes will be evaluated as to price and past performance.

Past performance: acceptable past performance will be based on evidence that the contractor has satisfactorily completed the same or similar work on schedule. See FAR Clause 52.000-4023, titled "Preaward Data".

BASIS FOR AWARD: Award will be made to the responsible business whose price and past performance represents the best overall value to the Government.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

X___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- X ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (MAY 2002) of 52.225-3.
- ___ (iii) Alternate II (MAY 2002) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ____ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

X ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Carpet Layer, WG (STEP 2), \$15.34

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238330**.

(2) The small business size standard is **\$12.0 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

9 Sept 2003 at 1315 hrs

(c) Participants will meet at--

SITE VISIT SCHEDULE

9 SEPT 2003 @ 1315 HOURS (PM)

LOCATION: PWBC CONTRACTING OFFICE, BUILDING 3-1632,

FORT BRAGG, NC

**ISSUED BY
PUBLIC WORKS BUSINESS CENTER
CONTRACTING OFFICE
FORT BRAGG, NC**

**BEVERLYN CRAWFORD
CONTRACTING SPECIALIST
PHONE: (910) 396-4897
Fax (910) 396-7527/2674**

CLOSES: 12 SEPT 2003

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)